Volunteer Disclaimer, Assumption of Risk, Release & Waiver

Mercy Works Outreach · Minneapolis, Minnesota · Version 2026-11-27 · Working draft, under review by the board

Part 1: Volunteer Disclaimer & Waiver

Please read this agreement in full before signing it.

1. Nature of the Activity and Organizational Status

I understand that Mercy Works Outreach is an independent Minnesota nonprofit corporation formed under Minnesota Statutes Chapter 317A, governed by its board of directors and operated by unpaid volunteers. Its charitable and religious mission includes direct assistance to people experiencing homelessness. It is not affiliated with the Missionaries of Charity, which do not organize, sponsor, direct or operate the outreach. Mercy Works Outreach was incorporated November 18, 2026, and is grounded in the Catholic faith.

I am volunteering without compensation. Activities may include attending a pre-outreach gathering or safety briefing; preparing sandwiches or other food; handling, loading, unloading, and carrying food and supplies; traveling in privately owned vehicles; entering or approaching homeless encampments and areas under bridges; walking, standing, or crossing streets near traffic; distributing food, clothing, blankets, hygiene items and other necessities without charge; offering prayer, Bibles and devotional materials to those who wish to receive them; interacting directly with members of the public; and related volunteer activities.

2. Acknowledgment of Risks

The people we serve deserve dignity and respect. I understand that this outreach occurs in uncontrolled public and urban environments and involves risks that cannot be eliminated. I knowingly acknowledge that risks may include, without limitation:

- moving motor vehicles and traffic; crossing streets; working on or near sidewalks, shoulders, medians, intersections, bridges, and roadways;
- automobile collisions or other incidents while riding in or operating privately owned vehicles;
- uneven, slippery, icy, wet, debris-covered, or otherwise hazardous walking surfaces; curbs, potholes, falls, and other physical hazards;
- discarded needles, syringes, drug paraphernalia, broken glass, sharp objects, garbage, bodily fluids, contaminated materials, animals, pests, and other environmental hazards;
- contact with persons who may be intoxicated, actively using drugs, experiencing mental-health or behavioral crises, agitated, aggressive, or otherwise behaving unpredictably;
- crime, assault, threats, theft, or other actions of third parties;
- exposure to weather, heat, cold, snow, ice, rain, illness, infection, or communicable disease;
- food preparation, kitchen equipment, cuts, burns, food allergens, lifting, carrying, loading, and unloading; and
- other known or unknown risks associated with volunteer street outreach.

I understand that these risks may result in property loss or damage, illness, bodily injury, serious or catastrophic injury, permanent disability, or death.

3. Voluntary Participation and Assumption of Risk

I freely choose to participate after having the opportunity to consider the nature of the outreach and its risks. I understand that I may decline any task, may refuse to enter any location, and may stop participating at any time.

TO THE FULLEST EXTENT PERMITTED BY MINNESOTA LAW, I KNOWINGLY AND VOLUNTARILY ASSUME THE INHERENT AND OTHER RISKS OF PARTICIPATING IN MERCY WORKS OUTREACH ACTIVITIES, INCLUDING THE RISK OF SERIOUS INJURY OR DEATH.

4. Release and Waiver of Claims

In consideration for being permitted to participate, and TO THE FULLEST EXTENT PERMITTED BY MINNESOTA LAW, I release and waive claims against Mercy Works Outreach, its directors, officers, authorized outreach leaders, participating volunteers, and volunteer drivers (collectively, the "Released Parties") for personal injury, death, illness, property damage, or other loss arising out of or relating to my participation in Mercy Works Outreach activities, INCLUDING CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE OF A RELEASED PARTY.

This release is intended to apply to inherent risks of the activity and to ordinary negligence to the fullest extent such claims may lawfully be released. It is not intended to release, waive, or limit liability for conduct that cannot lawfully be released or waived under Minnesota law, including conduct greater than ordinary negligence where Minnesota law prohibits such a waiver.

5. Safety Instructions and Personal Responsibility

I agree to listen to and make a good-faith effort to follow the pre-outreach safety briefing and reasonable safety directions given during the activity. I will use reasonable care for my own safety and the safety of others. I will not intentionally handle needles, syringes, drug paraphernalia, or other hazardous materials. I will exercise particular care near traffic and will not knowingly place myself or another person in the path of moving traffic to distribute food. I will remain with the group, avoid confrontations and exercise reasonable judgment.

I understand that no organizer or volunteer can guarantee my safety. If I believe a situation is unsafe, I am responsible for stepping away, declining the task, or ending my participation.

6. Private Vehicle Transportation

I understand that transportation connected with the outreach may occur in privately owned vehicles, including vehicles owned or operated by directors, officers or other volunteers.

If I ride as a passenger, I voluntarily accept the ordinary risks associated with private automobile transportation. If I volunteer to drive, I represent that I hold a valid driver's license appropriate for the vehicle, will maintain automobile insurance required by applicable law, and will use a vehicle I reasonably believe to be safe to operate. Each volunteer driver remains responsible for the operation, insurance, and condition of that driver's vehicle.

7. Emergency Assistance

If I become injured or ill and am unable to make or communicate decisions, I authorize an authorized outreach leader or another volunteer, when reasonably believed necessary, to call 911 or otherwise seek emergency assistance for me. This provision does not require any volunteer to provide medical treatment or create a duty to provide medical care. I understand that I remain responsible for medical, ambulance, transportation, or other expenses incurred on my behalf.

8. Personal Property

I am responsible for my own personal property. To the fullest extent permitted by law, I assume the risk of loss, theft, or damage to personal property brought to or used during the outreach, subject to the limitations on release of liability stated in this agreement.

9. Term of Agreement

This agreement takes effect when I electronically accept it and complete my volunteer registration. It applies to the registered service date(s) and related activities, including preparation and transportation. I will accept the waiver each

time I register for a volunteer spot. I may withdraw from future participation by notifying Mercy Works Outreach at info@mercyworksoutreach.org; withdrawal does not affect the agreement for activities already undertaken.

10. Minnesota Law; Severability

This agreement is intended to be interpreted under Minnesota law. If any provision is found invalid or unenforceable, that provision will be limited or severed to the extent necessary, and the remaining provisions will remain in effect to the extent permitted by law. Nothing in this agreement is intended to waive a claim that Minnesota law does not permit to be waived.

11. Acknowledgment and Signature

I have read and understand this Volunteer Disclaimer, Assumption of Risk, Release & Waiver, including the release of claims based on ordinary negligence to the extent permitted by Minnesota law. I voluntarily agree to its terms. By signing below, I intend to sign this agreement; signed on paper, it takes effect when I sign it and applies to the service date(s) written below and related activities. I confirm that I am 18 or older. Participants under 18 must have separate parent/legal guardian consent and be accompanied by their parent/guardian or a responsible adult designated by that parent/guardian.

PRINTED FULL NAME

SERVICE DATE(S)

SIGNATURE

DATE SIGNED

PHONE

EMAIL

EMERGENCY CONTACT (NAME)

EMERGENCY CONTACT PHONE

Part 2: Parent/Guardian Consent for Minor Participant

Complete this section before participation if the participant is under 18. The parent/legal guardian must review Part 1 and sign this separate consent.

I am the parent or legal guardian of the minor participant identified below. I give permission for the minor to participate in Mercy Works Outreach activities for the registered service date(s) identified below and related activities. I acknowledge the nature of the activities and risks described above and, to the extent permitted by Minnesota law, agree to the provisions of this agreement on behalf of the minor and in my own capacity as parent/legal guardian.

If I will not personally accompany the minor, I designate the responsible adult named below to accompany and supervise the minor during the outreach. I understand that this designation does not make Mercy Works Outreach, its directors, officers or any volunteer the minor's legal guardian, and the designated adult's presence does not transfer parental or legal responsibility to Mercy Works Outreach or any volunteer.

MINOR PARTICIPANT FULL NAME

MINOR DATE OF BIRTH

PARENT/LEGAL GUARDIAN FULL NAME

RELATIONSHIP TO MINOR

PARENT/GUARDIAN PHONE

PARENT/GUARDIAN EMAIL

RESPONSIBLE ADULT DESIGNATED TO ACCOMPANY MINOR (IF PARENT/GUARDIAN NOT PRESENT)

DESIGNATED ADULT PHONE

PARENT/GUARDIAN SIGNATURE

DATE

MINOR PARTICIPANT SIGNATURE (ACKNOWLEDGMENT, IF ABLE)

DATE

EMERGENCY CONTACT IF DIFFERENT FROM PARENT/GUARDIAN

EMERGENCY CONTACT PHONE

REGISTERED SERVICE DATE(S)

Give the signed waiver to an outreach leader before taking part, or send a clear photo or scan of every page to info@mercyworksoutreach.org.